

- B. **Grower** shall be liable for 100% of any inventory shortages. **Murphy** will deduct the value of any missing inventory from the **Grower's** compensation payment. Inventory value will be computed at the greater of cost or market value at the date the shortage is discovered.
- C. In the event of a tornado, fire, wind and or such other casualty which would prevent use of the building, payments shall cease until the building structure is repaired. There is a business interruption insurance policy available for loss of income at **Grower's** option and expense.
- D. All buildings on a site shall be properly cleaned and disinfected in not more than five (5) days after the group is removed. Failure to comply may result in the clean up being contracted to a third party and costs then assessed to **Grower**.
- E. That a bonus compensation will be paid in accordance with the terms and conditions set forth on Exhibit "A" attached for marketable hogs only.

IV. MUTUAL AGREEMENTS:

- A. **Grower** and **Murphy** agree that this agreement shall be in effect and cover a minimum of 10 years. After the minimum number of years is satisfied, this agreement shall renew with each new group placement of additional feeder pigs by **Murphy**. Each renewal shall be in effect and cover one completed group of feeder pigs.
- B. After the required minimum number of years as specified in Paragraph IV., Section A have been satisfied with the **Grower** by **Murphy**, either party on written notice to the other may terminate this agreement. If the **Grower** has a group of feeder pigs at the time of notice of termination, then the agreement will terminate when the group of feeder pigs has been marketed. If the **Grower** does not have a group of feeder pigs at the time of notice of termination, then the agreement will terminate immediately.
- C. In the event of default or breach of contract on the part of the **Grower**, **Murphy** reserves the right to:
 - 1. Give written notice of nonperformance to the **Grower** and require performance by a given date. If upon the specified date the above notice remains unsatisfied, **Murphy** reserves the right to hire the necessary performance task completed by outside party and assess all charges against the **Grower's** quarterly compensation payments.
 - 2. Take over management of the pigs on the **Grower's** premises and deduct all management costs from the **Grower's** compensation payment.
 - 3. Remove all **Murphy** pigs, feed medications, and supplies from the **Grower's** premises. **Grower** will be liable for all cost incurred in the removal and transfer of **Murphy** property.
- D. This agreement shall be binding upon the heirs, executors, administrators, and assigns of the respective parties provided such person is acceptable to **Murphy**. This agreement cannot be changed, modified, or assigned without prior written consent.
- E. In the event any portion of this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provisions of this agreement is limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written,